

Panaji, 26th December, 2024 (Pausa 5, 1946)

SERIES II No. 39

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

### GOVERNMENT OF GOA

#### Department of Agriculture

Directorate of Agriculture

#### Corrigendum

No. 2/14/95/Agri(Part-I)/1330

Read: Order No. 2/14/95/Agri(Part-I)/1103 dated 24-10-2024.

The expression "to the post of Fertilizer Inspector" mentioned in the first para of the above referred order shall be read as "Fertilizer Inspector".

The rest of the contents of the said Orders remain unchanged.

*Sandeep B. Fol Dessai*, Director (Agriculture)

Tonca-Caranzalem, 04th December, 2024.

#### Department of Environment & Climate Change

#### Notification

No. 7/17/92/STE/Part/1715

Read: 1. Notification No. 7/17/92/STE/Part/568 dated 23rd August, 2007 published in Official Gazette, Series II No. 27, dated 4th October, 2007.

2. Notification No. 7/17/92/STE/Part/1294 dated 14-12-2015 published in Official Gazette, Series II No. 27, dated 17th December, 2015.

3. Notification No. 7/17/92/STE/Part/827 dated 29-01-2019 published in Official Gazette, Series II No. 15, dated 11-07-2019.

4. Notification No. 7/17/92/STE/Part/975 dated 16-12-2021 published in Official Gazette, Series II No. 39, dated 23-12-2021.

In exercise of the powers conferred under Section 22 of the Biological Diversity Act, 2002 as amended in 2023 (Central Act No. 18 of 2003), the Government of Goa is pleased to reconstitute the Goa State Biodiversity Board (GSBB) with following composition for the purpose of the said Act, with effect from the date of publication of this notification in the Official Gazette:

- |   |                      |
|---|----------------------|
| 1. Hon'ble Minister for Environment & Climate Change    | — Chairperson.       |
| 2. Additional Principal Chief Conservator of Forests    | — Ex-officio Member. |
| 3. Chief Engineer, Water Resources Department           | — Ex-officio Member. |
| 4. Director, Directorate of Agriculture                 | — Ex-officio Member. |
| 5. Director, Department of Environment & Climate Change | — Ex-officio Member. |
| 6. Director, Directorate of Fisheries                   | — Ex-officio Member. |
| 7. Director, Directorate of Panchayats                  | — Ex-officio Member. |
| 8. Director, Directorate of Tribal Welfare              | — Ex-officio Member. |
| 9. Shri Nelson Figuredo, Aldona, Bardez-Goa             | — Expert Member.     |
| 10. Prof. M. K. Janarthanam, Bambolim-Goa               | — Expert Member.     |
| 11. Shri Rajendra Kerkar, Environmentalist              | — Expert Member.     |
| 12. Dr. Manoj Borkar, Carmel College                    | — Expert Member.     |

13. Dr. Pravin Kumar, Director, — Expert  
Indian Council of Agricultural Member.  
Research (ICAR)
14. Dr. Akshatra Fernandes, — Expert  
Botanist Member.
15. Dr. Pradip Sarmokadam-Goa — Member  
Secretary.

Workmen, Rep. by The President,  
Pentair Employees' Union,  
Reg. No. 517, F-1, 2nd floor,  
Above District Consumer Forum,  
Maharashtra Bank,  
Porvorim-Goa .... Workmen/Party-I.  
V/s

2. The term of the Goa State Biodiversity Board (GSBB) shall be for a period of three years from the date of publication of this notification in the Official Gazette.

3. Functions, power, particulars of financial accounts and audit and terms of reference of the Goa State Biodiversity Board are specified under the Biological Diversity Act, 2002 (Central Act No.18 of 2003).

4. The sitting fees, travelling allowance and dearness allowance etc., shall be paid in accordance with the concerned rules of the Government.

By order and in the name of the Governor of Goa.

*Johnson B. Fernandes*, Director (Environment & CC).  
Panaji, 20th December, 2024.

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**Department of Labour**

**Notification**

No. 28/02/2024-LAB/641

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 06-09-2024 in Case Ref. No. IT/12/2020 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Amalia O. F. Pinto*, Under Secretary (Labour).  
Porvorim, 15th October, 2024.

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**IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI**

**(Before Mrs. Vijayalaxmi Shivolkar, Presiding Officer)**  
Ref. No. IT/12/2020

The Managing Director,  
M/s Pentair Water India Pvt. Ltd.,  
Plot No. L-52-55,  
Verna Industrial Estate,  
Verna, Salcete-Goa ... Employer/Party II.

Workmen/Party I represented by Learned Adv. Shri Tarzan De Costa.

Employer/Party II represented by Learned Adv. Shri M. S. Bandodkar.

**AWARD**

**(Delivered on this the 6th day of the month of  
September of the year 2024)**

This Tribunal is in receipt of the reference No. 28/8/2020-LAB/836 dated 19-06-2020 from the Government of Goa in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of Industrial Dispute Act, 1947 (Central Act 14 of 1947) for adjudication of industrial dispute between the Management of M/s. Pentair Water India Private Limited, Verna, Goa and its workmen represented by the Pentair Employees Union in respect of the matter specified in the schedule hereto.

**SCHEDULE**

- (1) *"Whether the action of the management of M/s. Pentair Water India Private Limited, Plot No. L-52-55, Verna Industrial Estate, Verna, Goa, in not conceding the following demands raised by the Pentair Employees Union, Reg. No. 517, F-1, 2nd Floor, above District Consumer Forum, Maharashtra Bank, Porvorim-Goa, is legal and justified?"*

**CHARTER OF DEMANDS**

*Demand No. 1. Revision of the Wage Structure:-*  
The Union demanded that the present pay scales annexed hereto at Exhibit "A" shall be revised. That further revision in pay scale and the increment in the wages of workmen shall be done on the principle of flat rise in salary of each and every workmen subject to the maintenance and adjustment of the parity in pay of senior workmen who were meted with the injustice caused on to them during the last settlements.

*Demand No. 2. Flat Rise:-* Union demanded that with effect from 1st of April, 2018 all the workmen

be given a uniform flat rise of Rs. 10,000/- per head, per month, in the basic salary.

*Demand No. 3. Fitment Benefits:-* Union demanded that all the workers be given fitment benefit rise in the basic at the rate of one increment per year of service from the date of joining in the existing pay scale in the revised basic pay.

*Demand No. 4. Fixed Dearness Allowance (FDA):-* Union demanded that all the employees covered by this settlement be given a fixed dearness allowance of Rs. 3,000/- per month.

*Demand No. 5. Variable Dearness Allowance (VDA):-* Considering the sky-rocketed inflation in the market and standard of living in the State of Goa which is at par with Delhi, the capital city of the country, handsome VDA required should be paid to the Company workmen as a matter of right and as per the requirement of the productivity of the Company so that both the workmen can sustain in long run against rising rate of inflation in the market in a small civic society of Goa which is one of the internationally acclaimed tourism destination as well as more and more production to the Company's business and profit. The Union therefore demand that variable dearness allowance @ 5.00 per point (base consumer price index 1960 x 100) per paid to the workmen.

*Demand No. 6. Fixed Dearness Allowance (FDA):-* Union demanded that all the employees covered by this settlement should be given a Fixed Dearness Allowance (FDA) of Rs. 3,000/- per month and considering sky rocketed inflation in the market and standard of living in the State of Goa which is at par with Delhi, the capital City of the country like India.

*Demand No. 7. House Rent Allowance:-* Considering the cost of housing and real estate development in the State as well as the cost of scarce commodities mainly the construction material like basalt and laterite stones, sand, steel, timber, etc., which is increasing day-by-day, the house rent allowance should be revised and all workers be paid house-rent allowance @ Rs. 5,000/- per month.

*Demand No. 8. Children Education Allowance:-* Union demands that present rate of education allowance be revised and all the eligible workers be paid Children Education Allowance (C.E.A.) @ Rs. 2,000/- per month.

*Demand No. 9. Leave Travel Allowance:-* All workers be paid the Leave Travel Allowance (LTA) @ one month wages (Basic+FDA+VDA+HRA) per annum.

*Demand No. 10. Medical Facilities:-*

(a) The Union demanded that those workmen who are outside the purview of the ESIC be reimbursed with all the medical expenses including expenses towards domiciliary facilities and treatment to the workmen and his family including dependent parents. The same is required in view of the fact of high cost of medicines, doctors and hospitalization fees, etc. It is, therefore, demanded that the medical allowance @ Rs. 20,000/- per annum be sanctioned towards medical facilities.

(b) *Insurance Policy and Compensation:-* All insurance related benefits be provided to the workmen, further the Union demand that all the workmen be insured under group medical insurance policy @ Rs. 10,00,000/- (Rupees ten lakhs only) for each workmen including his family members entirely at the cost of the Company.

Whenever any accident occurs in the course of the employment of the Company and on its premises or during office job or while on official duty or any other company related official work, the Company should compensate the workmen on the basis and principal of notional extension of work as under:-

- (i) In case of a death, the compensation @ Rs. 10,00,000/-.
- (ii) In case of a permanent disability @ Rs. 10,00,000/-.
- (iii) In case of any major injury @ Rs. 8,00,000/-.
- (iv) The medical expenses incurred by the workers to be fully paid @ 100% by the Company.
- (v) Personal accident insurance risk cover shall be @ Rs. 5,00,000/-.
- (vi) No accidentally injured workmen under treatment in the course of a rest for recovery be retained on the place of employment or in the premises of the establishment during the course of his injury or treatment or rest or recovery of his health. Under such circumstances, the concerned injured workmen be either allowed to be admitted in a hospital for treatment or his residence for after treatment care.
- (vii) In case of a major accident or critical cases, multiple injuries to a workman, he shall be allowed to undergo the best available treatment at the cost of the Company in the super specialty hospital within the State of Goa.

*Demand No. 11. Leave and Holidays:-**(a) Leave Facilities:-*

- (i) Privilege Leave be allowed to be availed maximum of 10 times in a year.
- (ii) Further, the erroneous practice of grant of PL leave be stopped forthwith and all agreed annual PL of 32 days be granted to the workmen without effecting any deduction in their rightful PL by means of doing manipulation in records of actual days of attendance of the workmen.
- (iii) In case if weekly off or the paid holiday intervenes in the application and grant of PL, the same be excluded from the PL.

(b) If due to any leave, such workers should be allowed to use one day or half day leave from his PL and C. L.

(c) *Casual Leave:-* Casual Leave facility should be granted to the extent of 10 days in a year.

(d) *Sick Leave:-* The Union demanded that 15 days sick leave with retrospective effect from the year 2018 be sanctioned to the workmen.

(e) *Paid Holidays:-* Union demanded that as per the practice in the region cum industry, the workmen be given/paid holidays along with over time and compensatory off.

(f) *Leave Accumulation:-* Sick leave accumulation facility be given upto 90 days.

*Demand No. 12. Bonus:-* Union demanded that the workers shall be paid a bonus or ex-gratia amount to the extent of one full gross salary of a month with a provision to disburse whichever is higher.

*Demand No. 13. Gratuity:-* Union demanded that Company shall introduce the payment of gratuity and workers be paid at the rate of 45 days per each completed year of their services.

*Demand No. 14. Motivation and other Beneficial Schemes:-*

(a) *Medical Insurance Scheme:-* As regards medical insurance scheme, it may be noted that present sum insured value of the group personal insurance scheme is very meager that is Rs. 1 Lakh only. Hence, all the Union demanded that the said sum insured shall be increased upto Rs. 3 Lakhs.

(b) *Medical Facilities at Factory:-* Union hereby demanded that Company shall organize two medical check-up camps once in a semester. So also 24 hours doctors' services be made available to the employees.

(c) *Advance for Emergency Hospitalization:-* Union demanded that the interest free facility of advance

emergency hospitalization @ Rs. 50,000/- to be recovered in 25 equal installments be sanctioned interest free.

*Demand No. 15. Good Attendance:-* That the present cash award of Rs. 500/- payable to the workers for food attendance in calendar year shall be paid to all eligible unionized workmen.

*Demand No. 16. Deployment of Workmen:-* The deployment of workmen from a station to other wherever required and needed shall be done not irregularly but with prior intimation to the concerned workmen for a duration of at least three months.

*Demand No. 17. Transport:-* Union demanded that transport facilities be provided to every employee of the Company. In case if the company is unable to provide bus facilities or transport to a particular employee to his destination, such employee shall be paid @ Rs. 2,500/- per person per month towards to and fro travel from his residence to the place of employment.

*Demand No. 18. Canteen Facilities:-* Since fish curry and rise being the staple food of the Goans, the workmen of the Company be alternatively served veg and non-veg. food like fish, chicken, etc. That further 100% subsidy on canteen facility at the cost of the Company be provided to the workmen.

*Demand No. 19. Interest Free Loan:-* Union demanded that interest free loan facilities to the extent of Rs. 2,50,000/- (Rupees two lakhs fifty thousand only) be provided to the workers.

*Demand No. 20. Shift Allowance:-* (i) The present shift allowance of Rs. 1,200/- per month per workman being paid by the Company shall be enhanced by additional amount of Rs. 600/-.

(ii) *Hard Shift Allowance:-* Further hard shift allowance of Rs. 100/- for second shift and Rs. 150/- for third shift be paid to the respective workers.

*Demand No. 21. Pollution Allowances relating to Chemical, Noise, Dust and Heat Pollution:-* As the nature of work at the establishment being most hazardous in nature which is dangerous to the health and safety of the workmen as they have to work under unusual condition generating radiation, ill effects of industrial chemicals, fumes, heat, sound and dust pollution, etc., workmen be paid the pollution allowance @ Rs. 4,500/- per month @ of Rs. 200/- per day only to the workmen for his actual duties on shift.

*Demand No. 22. Tenure of Settlement:-* That the tenure of this settlement shall be for a period of three years from 31st March, 2018.

*Demand No. 23. Washing Allowance:-* All existing washing allowances paid to the workmen shall be enhanced respectively by 50% on the rate of allowance paid by the Company.

*Demand No. 24. Service Awards:-* In acknowledgement of dedicated and committed services rendered by the workmen during their entire career in the Company, attractive service awards be conferred on workmen who have completed minimum 10, 15 and 20 years of service and above in the Company. That such awards shall be as follows:-

- (i) 10 years and above an amount equivalent to the value of 1 gross salary.
- (ii) 15 years and above an amount equivalent to the value of 1.5 gross salary.
- (iii) 20 years and above an amount equivalent to the value of 2 gross salary.

*Demand No. 25. Retirement Benefit:-* All retired workmen be paid a lump sum amount equivalent to his one year service wages.

*Demand No. 26. Loan Facility:-* The interest free personal loan of Rs. 2,00,000/- (Rupees two lakhs only) be granted to the workmen for the purpose of marriage, construction or repair of the house, etc. to be deducted in equivalent installments of Rs. 4,000/- per month.

*Demand No. 27. Festival Allowance:-* The annual festival allowance of Rs. 2,500/- be paid to each workmen during Ganesh Chaturthi, the most popular festival in Goa.

*Demand No. 28. Advance Salary:-* The salary advance equivalent to two payments annually be paid to the workmen to be recovered by means of deductions in 10 equal installments. However, this facility be extended twice a year in equal proportion equivalent to one month wage.

*Demand No. 29. Modification in Healthy Work Practices:-* No inter-departmental change and allotment of the duties to the workmen be done except such workman has volunteered to do so and performs such duties willingly.

*Demand No. 30. Raincoat Allowance:* A good quality durable and water proof raincoats be issued to all workmen during the monsoon season as the State of Goa receives torrential rain for almost 4 to 5 months a year.

*Demand No. 31. Annual Attendance Incentive:* In order to encourage and motivate maximum attendance from the workmen, annual attendance incentive be paid to the workmen as under:-

Annual attendance incentive below 240 days	— Nil.
240 days to 249 days	— 10 days.
250 days to 259 days	— 12 days.
260 days to 265 days	— 15 days.
266 days to 270 days	— 18 days.
Above 270 days	— 20 days.

That further while computing the incentive Basic, FDA, VDA and HRA components be included in accounting such incentive.

*Demand No. 32. Picnic:-* Participation of the workmen in the event of picnic shall be made voluntary subject to the payment of non-participant workmen in the picnic, his proportionate value in terms of money be paid @ Rs. 1,000/- per head per person.

*Demand No. 33. The Practice of Equality:-* No discrimination between the managerial/supervisory staff and the labour on the grant of safety and security measures as well as allotment of duties to employees be done by giving top priority on safety aspect and human treatment of equality.

*Demand No. 34. Half Day Leave:-* Union demanded that half day leave to the workmen to accomplish their urgent work to meet the emergency situations and exigencies be granted to the concerned needy workman. The half day facility be also extended for the purpose of sanctioning PL and CL.

*Demand No. 35. Office to the Union:-* Since the Union being duly registered, own, internal union of the Company's workmen having majority character and recognized one, it has the accountability and the property of its own which need to be properly utilized and maintained in the larger interest of maintaining smooth employer-employee harmonious industrial relation for which we demand that the Company must allot a fully furnished office premises to the workers' union of the Company.

*Demand No. 36. Strict Adherence to Safety Norms:-* Strict adherence to the safety measure and norms mainly in congested areas, machines safety, safeguards from all types of pollution effects of chemical fumes radiation to control health hazards be done after detailed point to point deliberation/ negotiations across the table. That, accordingly, necessary infrastructural facilities such as exhaust fans, regular fans, ventilators, provisions of air-conditioning in HRO system and MBL etc. for human condition of works be provided.

That further, it shall be ensured that no violation of safety norms be permitted either from the workmen or the management of the Company, on the other hand, topmost priority and significance

be attached to the industrial safety on the shop floor and in the factory premises.

Moreover, the safety equipment and the devices provided to the workmen and other shall be of required high quality and standards.

*Demand No. 37. Over Time:-* The performance of overtime duties should not be made mandatory. But wherever need be such workman who is allotted OT duties be paid on the basis of the principle of payment of OT wages. Further, first preference must be given to the workman who works on the concerned machinery performing duty immediately preceding shift provided he is willing to do the OT. Otherwise other willing workman be allotted the said OT.

*Demand No. 38. Multiple Test and Medical Check-up Camps:-*

- (i) Multiple test and medical check-up camps twice the year with a frequency of six months be organized subjecting the workmen to the test relevant to the chemicals used in the factory.
- (ii) It is demanded that eye check-up medical camp be held twice in the year due to comfort check in the eye sight.

*(2) If answer to issue No. (1) above is in negative, then, to what relief the workmen are entitled?"*

2. Upon receipt of the reference, this Tribunal was pleased to register the reference as IT/12/2020 and registered A/D notices were sent to both the Parties. The matter was thereafter fixed for filing Statement of Claim by the Party I/Workmen.

3. Party I filed Claim Statement at Exhibit 4. In the Statement of Claim the Party I workmen reproduced and reiterated the demands mentioned in the Order of Reference. Exhibit 5 is the Written Statement filed by Party II denying the relief as prayed for by the Party I in the reference as well as in their Statement of Claim. Party II also filed an application for interim Relief at Exhibit 6. After the reply being filed by Party I to the application for Interim Relief, an application for amendment was filed by Party II. In between the arguments were heard on the application for Interim Relief. The Application for amendment was allowed vide Order dated 01-10-2020 at Exhibit 12 and the Order also came to be passed on Exhibit 6 granting the Interim Relief partly and thereafter the Party I filed its Rejoinder at Exhibit 18.

4. After taking on record the documents/ additional of both the Parties, issues came to be framed at Exhibit 21.

## ISSUES

1. Whether the Party I proves that they have raised the Charter of Demands before the Employer and as such entitled to its benefits?
2. Whether the Party II proves that the entire claim/demands made by the Union is bad-in-law, not maintainable and needs to be rejected?
3. What relief? What Order?

5. Party I examined Shri Ajeetsingh Rane as their witness No. 1 and the matter was fixed for cross-examination of this witness of Party I. The Party I pending the evidence filed yet another application at Exhibit 38 seeking interim relief and the matter was fixed for hearing arguments on this application at which time this Tribunal thought it appropriate to intervene in the matter to work out a settlement between the Parties. Both the Learned Advocates co-operated to the process of settlement and the efforts of settlement finally culminated into filing of terms of settlement at Exhibit 47 Colly. Two terms of settlements were filed (1) settlement period of 01-04-2018 to 31-03-2022 (2) settlement period of 01-04-2022 to 31-03-2026 are as follows:

Terms of settlement as per settlement period 01-04-2018 to 31-03-2022

### Objectives

To provide for orderly, effective and cordial industrial relations through collective bargaining between Union office bearers/workmen and the Company and adhere to Certified Standing Orders in totality.

To strive for maximum productivity through efficient, smooth and uninterrupted working of plant and to promote and ensure all possible economy in its working.

To establish and improve equitable wage and other conditions of service.

That the management and the workmen of the company agreed that the prosperity of the company should be enhanced by increasing production per workman and to have better utilization of the existing plant and equipment, machine tools, manpower and other facilities so that the performance of the plant improves. It is also the intention to improve the work culture. The gains thus arrived by better productivity to be shared among the company and the workers.

### Preamble

The parties involved as signatories hereto reaffirm their belief and commitment in promoting

and preserving industrial peace and harmonious industrial relations through collective bargaining process and have thereby agreed to commit themselves and abide by the various terms and conditions mutually agreed between them.

### 1. Applicability

This Settlement shall be applicable only to the workmen who are members of Pentair Employees Union and employed on the rolls of company situated at Plot No. L/52-55, Verna Industrial Estate, Verna, Goa-403722 as on date of signing the settlement and subsequently be a member of Pentair Employees Union during the period of settlement. It is agreed that no benefits under this settlement shall be extended to any workmen who had ceased to be on the rolls of the company prior to signing of this settlement. The two workmen whose matter is pending by application No. IT/20/20 & IT/21/20 to be paid arrears arising from the settlement proportionately for the period physically worked upto the date of suspension pending enquiry.

Once the workmen sign the declaration as per Annexure IV to this settlement it is deemed that the workmen not only accept terms and conditions of this settlement dated 12-08-2024 but also accepts terms and conditions as per Annexure II and give up all the rights or entitlement to claim any money or any benefit that may be accruing arising out of reference IT/11/2020 and IT/12/2020.

All workmen who are covered under the Company's performance appraisal process, as on date of signing of the Settlement and during the pendency of this Settlement, decide to join the Union, shall be entitled to the benefits of this Settlement, with prospective effect subject to payment of only the differential amount after

deduction of compensation/benefits that were already received by them as part of the Company's performance appraisal process and annual merit planning process, as applicable to them.

### 2. Period of Settlement

This settlement shall be effective for a period of four (4) years from 01st April, 18 to 31st March, 2022. Thereafter, this settlement shall continue to be binding on all the parties until this Settlement is replaced by a new mutually agreed Settlement under the applicable provisions of the Industrial Disputes Act, 1947.

All benefits accruing under this Settlement will be given retrospectively from 01st April, 2018 and arrears payable will be computed and disbursed along with wages of the month of signing this settlement. Such arrears will be paid on prorata basis depending on their actual attendance during the period.

The arrears of salary/increments/benefits shall be paid to the workmen of the Pentair Employee Union of the grades PA-1, PA-2, PA-3 and PA-4 w.e.f. 01-04-2018 till 31-03-2022. The arrears of salary/ /increments/benefits are in consonance/similar to the Memorandum of Settlement dated 26-11-2018 executed between the Pentair Workers Internal Union and management of Pentair Water India Pvt. Ltd., whereby the basic pay and other benefits/ /increments were increased of the workers of Pentair Workers Internal Union i.e PA-1, PA-2, PA-3 and PA-4 w.e.f. 01-04-2018. The arrears of salary payable w.e.f. 01-04-2018 till 31-03-2022 will be disbursed in the same month of signing this settlement. Such arrears will be paid on pro rata basis depending on their actual attendance during the period.

3. *Grades:* It is hereby agreed that the following system of Grades will be applied. For the period 1st April, 2018 to 31st March, 2022.

Designation	Grade	Years of service as on 1st April, 2018
1	2	3
Production Associate 1	PA1	Above 17.5 Years
Production Associate 2	PA2	>14.5-17.5 Years
Production Associate 3	PA3	>9.95-14.5 Years
Production Associate 4	PA4	Below 9.95 Years

The list of workmen in corresponding Grades is mentioned in Annexure-III.

4. *CTC Payout*: It is hereby decided and agreed that the total increment in cost to Company for workmen Grade PA1 to PA4 during the period of the settlement is as follows:

For the period 1st April, 2018 to 31st March, 2022:

Grade	CTC increase per month during 4 years period 01st April, 2018 to 31st March, 2022	(1) 01st April, 18 01st year Rs.	(2) 01st April, 19 02nd year Rs.	(3) 01st April, 20 3rd year Rs.	(4) 01st April, 21 4th year Rs.	Total= (1)+(2)+ +(3)+(4) Rs.
	Distributions Percentage	40%	20%	20%	20%	100%
1	2	3	4	5	6	7
PA1	Rs. 12300	4920	2460	2460	2460	12300
PA2	Rs. 10500	4200	2100	2100	2100	10500
PA3	Rs. 9800	3920	1960	1960	1960	9800
PA4	Rs. 9800	3920	1960	1960	1960	9800

CTC will include Basic Pay, House Rent Allowance, Conveyance Allowance, Flexible Allowance, Medical allowance, Bonus, Provident Fund (company contribution), Gratuity and ESIC (company contribution).

For the purpose of calculation, CTC effective 31st March, 2018 will be considered after subtracting Mediclaim and Personal Accident Premium (as henceforth, premium will not be included in CTC calculations).

5. *Scales of Basic Pay*: It is agreed that basic pay will be 40% of Basic Plus (Gross Earnings inclusive of Basic salary, HRA, Conveyance allowance, Flexible allowance and medical allowance (if applicable) calculated as per compensation structure. Basic pay is included as part of CTC. The Basic salary shall be proportionately reduced for any unpaid leave/any absence.

6. *House Rent Allowance*: It is agreed that all workmen will be paid House Rent Allowance at the rate of 50% (Fifty percent) of their respective Basic salary, which shall apply to the workman during the tenure of this settlement. This allowance is included as part of CTC.

7. *Conveyance Allowance*: To encourage regularity and attendance, it is agreed that all workmen will be paid a Conveyance Allowance of Rs. 1600 per month, which is included as part of CTC. The Conveyance Allowance amount shall be proportionately reduced for any unpaid leave/any absence.

8. *Flexible Allowance*: The Flexible allowance is a filler amount to arrive at total cost to company.

The Flexible Allowance shall be proportionately reduced for any unpaid leave/any absence.

9. *Medical Allowance*: It is agreed that workmen not covered under ESIC, will be paid medical allowance of Rs. 1,250 per month, which is included as part of CTC.

The Medical Allowance amount shall be proportionately reduced for any unpaid leave/any absence.

If the employee subsequently moves out of ESIC he will be paid medical allowance which will be part of his CTC. New CTC will be arrived by reducing the company ESIC Employer contribution of ESIC.

10. *Bonus*: It is agreed that the existing practice of payment of Bonus otherwise being followed for the employees of THE COMPANY shall continue to be in force and shall also be made applicable to the workmen covered under this Settlement. Targeted bonus will be considered @ 5.66% of Base Plus.

It is agreed that such amount paid shall be treated as Bonus under the Payment of Bonus Act, 1965.

*Note:-* If the workmen are out of the purview of Payment of Bonus Act, 1965 drawing more than Rs. 21,000/- gross wages per month then these employees shall be paid ex gratia payment as agreed in this settlement.

It has been agreed that the payment of bonus shall be governed, regulated and paid strictly in accordance with the Payment of Bonus Act, 1965 and the amendments made thereto, if any.

11. *Statutory contributions included in CTC*: It is agreed that company contribution towards Provident Fund and ESIC and Gratuity amount will be included as part of total cost to company as per the prevailing laws in force.



12. *Leave*: It has been agreed that as per prevailing practice, operators shall not proceed on leave without applying for leave in writing and obtaining prior written sanction from the concerned shift Executive/Manager. Application for leave shall be made in writing not less than 10 days before the day on which the Operators wish his leave to begin.

It is agreed that the Operators shall be eligible for leave of 30 days per year. Monthly 2.5 day's proportionate leave shall be credited to workman leave balance and shall be governed and regulated by the leave rules in force which can be changed from time to time.

Management proposed in addition for actual worked days of 295 days and above, the concerned employee will get additional 3 days leave per annum credited to leave balance of the employee.

It is further agreed that the maximum accumulation of leave shall be 40 days and any leave exceeding 40 days shall be encashed at the rate of Base Plus salary at the end of the financial year. In case of any change in Leave Policy, the revised Leave Policy will supersede this clause and the same shall be applicable immediately following such change.

13. *Mediclaim Policy*: The existing Group Mediclaim Policy, Group Personal Accident Policy and group term life policy will be continued as per eligibility and may be revised as per company policy requirement.

14. *Plant Break Timings*: (A) Plant Break Timings are agreed: The Shift-wise Break Timings for the Plant will be as follows:

Break	Canteen timing	Duration of break per person (workstation leaving to reporting back to work station)
1	2	3
Break fast (I Shift)	10.30 a.m. to . 11.15 a.m	15 minutes.
Lunch (I Shift)	12.30 p.m. to 2.30 p.m.	25 minutes.
Tea Break (II Shift)	06.30 p.m. to 07.15 p.m.	15 minutes.
Dinner (II Shift)	08.45 p.m. to . 10.15 p.m	25 minutes.
Tea Break (III Shift)	02.30 a.m. to . 03.15 a.m	20 minutes.
Tea Break (III Shift)	05.30 a.m. to 06.15 a.m.	20 minutes.

(B) *Break Time Rules*: All workmen must adhere to the shift-wise break timings as mentioned above in Clause 14(A).

During Shift working, workmen will avail their breaks in a staggered manner, by punching in and out on machine so as to ensure there is no machine down time during the break time. The departmental Supervisor/Manager will be responsible for deciding the staggering of breaks for groups of workmen manning a particular workstation.

Workmen who exceed the break time limits mentioned in Clause 14(A) above or violate any of the Break time rules habitually, will be subjected to appropriate disciplinary action.

15. *Continuity of Shift*: It is agreed that all production lines will run continuously without break between the shift change-over. All workmen must be present at their assigned workstations 05 minutes before start of the shift. At the end of the shift, the operator has to be present at the work station till the end of the shift.

It is agreed that workmen should not leave his workplace before shift handover to his reliever and before being relieved by subsequent shift Operator.

It is agreed that all workmen will report to their respective places of work at their scheduled reporting time and not leave their respective places of work till their relievers take over. If a workman stays at the work station beyond 15 mins. at the end of his shift duties, he will be retained on overtime for the same position and his reliever will be denied duty for late coming. Workmen coming late without information/permission for more than 15 minutes will be denied duty for late coming. However, based on mutual understanding between supervisor and operator, this can be relaxed.

*Adherence of Break timing & Shift timing*: It is agreed that under no circumstances late coming/ /early going during the shift working would be permitted without proper authorization and wages will be calculated on actual working hours.

*Gate Pass*: It is agreed that all workmen will need to obtain prior approval along with duly signed gate pass from departmental head or section supervisor for early leaving from their respective shift duty.

16. *Shift Change*: It is agreed that all Shift change requests by the workmen will need prior and express written approval from his section supervisor or departmental manager. In case workman has an emergency, he can change the shift after proper verbal approval of the supervisor. Also, in case of

business requirements, supervisor can change the shift of operators based on discussions with the said operator.

17. *Working on Holidays/Weekly off:* It is agreed that in case of any business contingency or for any other business requirements, if the plant as a whole or in part is needed to be operated on any Holiday or on weekly off days, in such scenario all workmen who are assigned duty will have to attend such duty and wages would be paid as per existing practices. Also, if needed at any time, company may swap/change the weekly off/holidays with prior information to the concerned workmen.

18. *Operational Flexibility:* (A) It is agreed that as per existing practice, operators will move across lines/sections & departments as per the need of the Company and as per the plant operational needs, to support the business requirement. During breakdown/absenteeism of/in lines/sections/workstations, operators will be flexible to move across different lines/sections/workstations as needed by the Company and support the day-to-day operations as advised by supervisor and there should not be any work refusal/resistance during such movement from one station to another station or line.

*Example:-* If a winding operator is absent in a shift, the mounting operator/other trained operator of other line/same line/other area is redeployed, should operate and maintain the winding operation for the shift.

(B) It is agreed that during non-production days all employees will be assigned alternated work as deemed fit by the company like:

- i. Maintenance and upkeep of machines
- ii. 5S related work at their respective workstations and on the shop floor, which will include painting and marking jobs etc.
- iii. Assist in change overs as required.
- iv. Training & lean activities.
- v. Kaizen improvement activities in the shop floor.

(the above is only an illustrative list and not an exhaustive list). Current practice will continue. Main gangway marking, fan cleaning and wall cleaning/wall painting will be the exclusion in 5S activities.

19. *Multiskilling:* It is agreed that all workmen will be rotated through different workstations/lines based on the Company/Business requirements, which in turn will help in multiskilling of operators. Multi-skilling will be done in a planned manner

and formally communicated to the concerned. Multiskilling will be preferentially/not restricted to one station up/one station down from workman's designated work station.

20. *Efficiency improvement plan and others:* It is agreed that the union will support the production incentive schemes, launched from time to time, based on business requirements.

21. It is agreed that as per business requirements and for the purpose of managing business exigency, it is agreed to have operational flexibility by way of changing the weekly rest day cum weekly off to any other day or may start staggered weekly off or 24\*7 operations for factory or any department/any line/any employee/class of employees in this scheduled employment and do so by displaying a notice of shift schedule in department notice board 7 days prior to the commencement of 24x7 working and information to concerned authorities.

22. *Plant upgradation:* It is agreed that in case of any change of process/modernization/mechanization/up-gradation of any technology, the manpower for the effected workstation/production line will be deployed suitably and will be communicated accordingly.

23. It is agreed that all parties to this settlement will support any changes in software system installed for Plant safety & security, Attendance, payroll etc. from time to time, and also abide to get trained and adhere to such systems.

24. *Safety & Personal Hygiene:* It is agreed that all employees shall maintain personal hygiene and wear the company provided plant uniform, all personal protective equipment (PPE) as provided by the company and ensure hygienic conditions at the place of work.

25. No mobile phones and cameras will be allowed inside the shop floor. In case of non-compliance to the above, appropriate disciplinary process will be initiated as per Factory certified Standing Orders.

26. It is agreed that the existing salary advance policy will continue. However, in case of any strict mandate from corporate, management will pull back this facility.

27. It is agreed that current dormitory facility will be continued. However, based on the usage pattern of the dormitories in future, union and management will discuss jointly and reach a consensus.

28. *Company Transport Facility:* It is agreed to continue the current transport facilities without any changes.

29. It is agreed that the per capita wage increase will be given as per the seniority and existing grades of the covered employees. Moreover, the currently prevailing salary structure will be harmonized to the pentair corporate salary structure.

30. It is agreed that the per capita wage increase will be inclusive of all statutory increases that may happen from time to time during the settlement period.

31. It has been agreed between the union and management that when the new labour codes will be implemented by the State Government, the management reserves its right to change the salary structure/CTC of the workmen without decreasing the total wages and net wages or the benefits arising out of the wages.

32. It is agreed that workmen shall collectively work towards creating a positive work culture and workmen shall always attempt to settle all issues in an amicable manner and shall not resort to any disruptive tactics like strike, go-slow, abetment, holding/attending gate meetings during duty hours, or any agitational action or activity directly or indirectly affecting the work process/production etc., during the period of this settlement.

33. *Legislation/Government Order:* It is agreed that, if at any time during the period of operation of this settlement, any legislation/Government order is made applicable to the company with reference to any of the benefits agreed in this settlement; the benefits which are more beneficial (adhering statutory obligations) will apply.

34. All employees covered under this Settlement, shall at all times participate in all employee communication meetings/employee town hall held by the Company/Management from time to time and shall confirm their presence by signing the attendance sheet for the respective meetings.

35. The Union or any workman who violates any of the Provisions/Clauses/Terms and Conditions of this Settlement shall be liable to strict disciplinary action as per Certified Standing Orders and Provisions of law.

36. *Statutory Deductions:* It is agreed that any statutory deductions applicable shall be deducted as required under the prevailing laws, as applicable and which might be introduced in future.

37. *General Clauses:* It is agreed that all general clauses as provided in the Tripartite Settlement dated 16th March, 2016 will remain unchanged and a copy of which is attached and marked as Annexure II.

38. It is agreed that the agreed amount will be distributed as follows:

(a) For the period from 1st April, 2018 to 31st March, 2022—40% of the increase amount in the first year and 20% of the increase amount in the subsequent years.

39. It is agreed that the period of settlement shall be 48 months from 1st April, 2018 to 31st March, 2022.

40. The final amount agreed upon in this settlement, should not set any precedent for future negotiations.

41. All the demands raised by the Union through its Charter of Demands dated 30-03-2018 and the demands made during the negotiation process shall be deemed to have fully, satisfactorily, and finally settled and the dispute/demands are fully resolved. It has been further agreed that with signing of this settlement the reference IT/11/2020 & IT/12/2020 are settled.

42. It has been agreed that in view of the present settlement, there exist no dispute and differences between the parties now in connection with charter of demand. However, the application No. IT/20/2020, IT/21/2020 and IT/18/2020 are not settled by this settlement. In view of the present settlement the RCS/68/2020/G will also be withdrawn by the Company as it is the Plaintiff.

43. *Union Fund:* The company management agrees to pay the arrears of the increased wages/benefits/increments to beneficiary workmen arising out of the settlement dated 12-08-2024 for period 01-04-2018 to 31-03-2022 in the month when the said settlement is signed. After the payment of the arrears of increased wages/benefits/increments to beneficiary workmen an amount of Rs. 30,300/- for PA-1, Rs. 26,000/- for PA-2, Rs. 23,300/- for PA-3, Rs. 21,800/- for PA-4 shall be paid by the respective beneficiary workmen in to the Union Fund Bank Account of Pentair Employees Union, the Union Committee who are also the concerned parties herein shall intimate to the company management in writing that the Union Funds are accordingly paid by all the beneficiary workmen. The Management shall on the receipt of the said intimation release thirty five thousand rupees from the arrears of the increased wage/benefits/increments to beneficiary workmen effective from the date the settlement is signed for the period from 01-04-2022 to 31-03-2026. The thirty five thousand rupees mentioned above is of the each beneficiary workmen from the arrears payable for period 01-04-2022 to 01-04-2026 and not an additional amount. The said amounts of Union fund

is calculated for the settlements of the period from 01-04-2018 to 31-03-2022 and from 01-04-2022 to 31-03-2026.

**44. Interpretation of Memorandum of Settlement:** In case of any conflict in ascertaining the meaning and interpretation of any clause of this Memorandum of Settlement, the same shall be referred to the Managing Director of the Plant, whose decision will be final and binding.

Terms of Settlement as per Settlement period  
01-04-2022 to 31-03-2026

#### *Objectives*

To provide for orderly, effective and cordial Industrial relations through collective bargaining between Union office bearers/workmen and the Company and adhere to Certified Standing Orders in totality.

(A) To strive for maximum productivity through efficient, smooth and uninterrupted working of plant and to promote and ensure all possible economy in its working.

(B) To establish and improve equitable wage and other conditions of service.

(C) That the management and the workmen of the company agreed that the prosperity of the company should be enhanced by increasing production per workman and to have better utilization of the existing plant and equipment, machine tools, manpower and other facilities so that the performance of the plant improves. It is also the intention to improve the work culture. The gains thus arrived by better productivity to be shared among the company and the workers.

**Preamble:** The parties involved as signatories hereto reaffirm their belief and commitment in promoting and preserving industrial peace and harmonious industrial relations through collective bargaining process and have thereby agreed to commit themselves and abide by the various terms and conditions mutually agreed between them.

**1. Applicability:** This Settlement shall be applicable only to the workmen who are members of Pentair Employees Union and employed on the rolls of company situated at Plot No. L/52-55, Verna Industrial Estate, Verna, Goa-403722 as on date of signing the settlement and subsequently be a member of Pentair Employees Union during the period of settlement. It is agreed that no benefits under this settlement shall be extended to any workmen who had ceased to be on the rolls of the company prior to signing of this settlement.

Once the workmen sign the declaration as per Annexure IV to this settlement it is deemed that the workmen not only accept terms and conditions of this settlement dated 12-08-2024 but also accepts terms and conditions as per Annexure II and give up all the rights or entitlement to claim any money or any benefit that may be accruing arising out of reference IT/11/2020 and IT/12/2020.

All workmen who are covered under the Company's performance appraisal process, as on date of signing of the Settlement and during the pendency of this Settlement, decide to join the Union, shall be entitled to the benefits of this Settlement, with prospective effect subject to payment of only the differential amount after deduction of compensation/benefits that were already received by them as part of the Company's performance appraisal process and annual merit planning process, as applicable to them.

**2. Period of Settlement:** This settlement shall be effective for a period of 4 years from 01st April, 2022 to 31st March, 2026. Thereafter, this settlement shall continue to be binding on all the parties until this Settlement is replaced by a new mutually agreed Settlement under the applicable provisions of the Industrial Disputes Act, 1947.

All benefits accruing under this Settlement will be given retrospectively from 01st April, 2022 and arrears payable will be computed and disbursed along with wages of the month of signing this settlement. Such arrears will be paid on prorata basis depending on their actual attendance during the period.

The arrears of salary/increments/benefits shall be paid to the workmen of the Pentair Employee Union of the grades PA-1, PA-2, PA-3 and PA-4 till the date the present settlement for the period from 01-04-2022 to 31-03-2026 is signed. The arrears payable will be computed and disbursed in the same month of signing of both the settlements i.e for the periods from 01-04-2018 to 31-03-2022 and 01-04-2022 to 31-03-2026. Such arrears will be paid on pro rata basis depending on their actual attendance during the period. However the payment of thirty five thousand rupees of each beneficiary workmen arising out of arrears payable for period 01-04-2022 to 31-03-2026 will only be paid after union confirmation of receipt of union funds.

**3. Grades:** It is hereby agreed that the following system of Grades will be applied. For the period 1st April, 2022 to 31st March, 2026.

Designation	Grade	Years of service as on 1st April, 2022
1	2	3
Production Associate 1	PA1	Above 19.5 Years
Production Associate 2	PA2	> 14.5-19.5 Years
Production Associate 3	PA3	> 10-14.5 Years
Production Associate 4	PA4	Below 10 Years

The list of workmen in corresponding Grades is mentioned in Annexure-III.

4. *CTC Payout*: It is hereby decided and agreed that the total increment in cost to Company for workmen Grade PA1 to PA4 during the period of the settlement is as follows:

For the period 1st April, 2022 to 31st March, 2026:

Grade	CTC increase per month during 4 years period 01st April, 2022 to 31st March, 2026	(1) 01st April, 22 01st year Rs.	(2) 01st April, 23 02nd year Rs.	(3) 01st April, 24 3rd year Rs.	(4) 01st April, 25 4th year Rs.	Total= (1)+(2)+ +(3)+(4) Rs.
	Distributions Percentage	25%	25%	25%	25%	100%
1	2	3	4	5	6	7
PA1	Rs. 18,000	4,500	4,500	4,500	4,500	18,000
PA2	Rs. 15,500	3,875	3,875	3,875	3,875	15,500
PA3	Rs. 13,500	3,375	3,375	3,375	3,375	13,500
PA4	Rs. 12,000	3,000	3,000	3,000	3,000	12,000

CTC will include Basic Pay, House Rent Allowance, Conveyance Allowance, Flexible Allowance, Medical allowance, Bonus, Provident Fund (company contribution), Gratuity and ESIC (company contribution).

For the purpose of calculation, CTC effective 31st March, 2022 will be considered after subtracting Mediclaim and Personal Accident Premium (as henceforth, premium will not be included in CTC calculations).

5. *Scales of Basic Pay*: It is agreed that basic pay will be 40% of Basic Plus (Gross Earnings inclusive of Basic salary, HRA, Conveyance allowance, Flexible allowance and medical allowance (if applicable) calculated as per compensation structure. Basic pay is included as part of CTC. The Basic salary shall be proportionately reduced for any unpaid leave/any absence.

6. *House Rent Allowance*: It is agreed that all workmen will be paid House Rent Allowance at the rate of 50% (Fifty percent) of their respective Basic salary, which shall apply to the workman during the tenure of this settlement. This allowance is included as part of CTC.

7. *Conveyance Allowance*:

i. To encourage regularity and attendance, it is

agreed that all workmen will be paid a Conveyance Allowance of Rs. 1600 per month, which is included as part of CTC.

ii. The Conveyance Allowance amount shall be proportionately reduced for any unpaid leave/ /any absence.

8. *Flexible Allowance*:

I. The Flexible allowance is a filler amount to arrive at total Cost to Company.

II. The Flexible Allowance shall be proportionately reduced for any unpaid leave/any absence.

9. *Medical Allowance*: It is agreed that workmen not covered under ESIC, will be paid medical allowance of Rs. 1250 per month, which is included as part of CTC.

The Medical Allowance amount shall be proportionately reduced for any unpaid leave/any absence.

If the employee subsequently moves out of ESIC, he will be paid medical allowance which will be part of his CTC. New CTC will be arrived by reducing the company ESIC Employer contribution of ESIC.

10. *Bonus:*

- i. It is agreed that the existing practice of payment of Bonus otherwise being followed for the employees of THE COMPANY shall continue to be in force and shall also be made applicable to the workmen covered under this Settlement. Targeted bonus will be considered @ 5.66% of Base Plus.
- ii. It is agreed that such amount paid shall be treated as Bonus under the Payment of Bonus Act, 1965.

*Note:-* If the workmen are out of the purview of Payment of Bonus Act, 1965 drawing more than Rs. 21,000/- gross wages per month then these employees shall be paid ex gratia payment as agreed in this settlement.

It has been agreed that the payment of bonus shall be governed, regulated and paid strictly in accordance with the Payment of Bonus Act, 1965 and the amendments made thereto, if any.

11. *Statutory contributions included in CTC:* It is agreed that Company Contribution towards Provident Fund and ESIC and Gratuity amount will be included as part of total Cost to Company as per the prevailing laws in force.

7. *Leave:*

- I. It has been agreed that as per prevailing practice, operators shall not proceed on leave without applying for leave in writing and obtaining prior written sanction from the concerned Shift Supervisor/Manager. Application for leave shall be made in writing not less than 10 days before the day on which the Operators wish his leave to begin.
- II. It is agreed that the Operators shall be eligible for leave of 30 days per year.
- III. Monthly 2.5 days proportionate leave shall be credited to workman leave balance and shall be governed and regulated by the leave rules in force which can be changed from time to time.
- IV. Management proposed in addition for actual worked days of 295 days above, the concerned employee will get additional 3 days leave per annum credited to leave balance of the employee.
- V. It is further agreed that the maximum accumulation of leave shall be 40 days and any leave exceeding 40 days shall be encashed at the rate of Base Plus salary at

the end of the financial year. In case of any change in Leave Policy, the revised Leave Policy will supersede this clause and the same shall be applicable immediately following such change.

13. The existing Group Medclaim Policy, Group Personal Accident Policy and group term life policy will be continued as per eligibility and may be revised as per company policy requirement.

14. (A) *Plant Break Timings are agreed:* The Shift-wise Break Timings for the Plant will be as follows:

Break	Canteen timing	Duration of break per person (workstation leaving to reporting back to work station)
1	2	3
Breakfast (I Shift)	10.30 a.m. to 11.15 a.m.	15 minutes.
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Tea Break (III Shift)	05.30 a.m. to 06.15 a.m.	20 minutes.

(B) *Break Time Rules:* (a) All workmen must adhere to the shift-wise break timings as mentioned above in Clause 14 (A).

(b) During Shift working, workmen will avail their breaks in a staggered manner, by punching in and out on machine so as to ensure there is no machine down time during the break time. The departmental Supervisor/Manager will be responsible for deciding the staggering of breaks for groups of workmen manning a particular workstation. Workmen who exceed the break time limits mentioned in Clause 14 (A) above or violate any of the Break time rules habitually, will be subjected to appropriate disciplinary action.

15. *Continuity of Shift:*

- a. It is agreed that all production lines will run continuously without break between the shift change-over. All workmen must be present at their assigned workstations 05 minutes

before before start of the shift. At the end of the shift, the operator has to be present at the workstation till the end of the shift.

- b. It is agreed that workmen should not leave his workplace before shift handover to his reliever and before being relieved by subsequent shift Operator.
- c. It is agreed that all workmen will report to their respective places of work at their scheduled reporting time and not leave their respective places of work till their relievers take over. If a workman stays at the workstation beyond 15 mins. at the end of his shift duties, he will be retained on overtime for the same position and his reliever will be denied duty for late coming. Workmen coming late without information/permission for more than 15 minutes will be denied duty for late coming. However, based on mutual understanding between supervisor and operator, this can be relaxed.
- d. *Adherence of Break timing & Shift timing:* It is agreed that under no circumstances late coming/early going during shift working would be permitted without proper authorization and wages will be calculated on actual working hours.
- e. *Gate Pass:* It is agreed that all workmen will need to obtain prior approval along with duly signed gate pass from departmental head or section supervisor for early leaving from their respective shift duty.

16. *Shift Change:* It is agreed that all shift change requests by the workmen will need prior and express written approval from his section supervisor or departmental manager. In case workman has an emergency, he can change the shift after proper verbal approval of the supervisor. Also, in case of business requirements, supervisor can change the shift of operators based on discussions with the said operator.

17. *Working on Holidays/Weekly off:* It is agreed that in case of any business contingency or for any other business requirements, if the plant as a whole or in part is needed to be operated on any Holiday or on weekly off days, in such scenario all workmen who are assigned duty will have to attend such duty and wages would be paid as per existing practices. Also, if needed at any time, company may swap/change the weekly off/holidays with prior information to the concerned workman.

18. *Operational Flexibility:* (A) It is agreed that as per existing practice, operators will move across

lines/sections & departments as per the need of the Company and as per the plant operational needs, to support the business requirement. During breakdown/absenteeism of/inlines/sections workstations, operators will be flexible to move across different lines/sections/workstations as needed by the Company and support the day-to-day operations as advised by supervisor and there should not be any work refusal/resistance during such movement from one station to another station or line.

Example:- If a winding operator is absent in a shift, the mounting operator/other trained operator of other line/same line/other area is redeployed, should operate, and maintain the winding operation for the shift.

(B) It is agreed that during non-production days all employees will be assigned alternate work as deemed fit by the company like:

- I. Maintenance and upkeep of machines.
- II. 5S related work at their respective workstations and on the shopfloor, which will include painting and marking jobs etc.
- III. Assist in change overs as required.
- IV. Training & Lean activities.
- V. Kaizen improvement activities in the shopfloor.

(the above is only an illustrative list and not an exhaustive list). Current practice will continue. Main gangway marking, fan cleaning and wall cleaning. Wall painting will be the exclusion in 5S activities.

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20. *Efficiency improvement plan and others:* It is agreed that the union will support the production incentive schemes launched from time to time, based on business requirements.

21. It is agreed that as per business requirements and for the purpose of managing business exigency, it is agreed to have operational flexibility by way of changing the weekly rest day cum weekly off to any other day or may start staggered weekly off or 24\*7 operations for factory or any department/any line/

/any employee/class of employees in this scheduled employment and do so by displaying a notice of shift schedule in department notice board 7 days prior to the commencement of 24X7 working and information to concerned authorities.

22. *Plant Upgradation*: It is agreed that in case of any change of process/modernization/mechanization/up-gradation of any technology, the manpower for the effected workstation/production line will be deployed suitably and will be communicated accordingly.

23. It is agreed that all parties to this settlement will support any changes in software system installed for Plant safety & security, Attendance, payroll etc. from time to time, and also abide to get trained and adhere to such systems.

24. *Safety & Personal Hygiene*: It is agreed that all employees shall maintain personal hygiene and wear the company provided plant uniform, all personal protective equipment (PPE) as provided by the company and ensure hygienic conditions at the place of work.

25. No mobile phones and cameras will be allowed inside the shop floor. In case of non-compliance to the above, appropriate disciplinary process will be initiated as per Factory certified Standing Orders.

26. It is agreed that the existing salary advance policy will continue. However, in case of any strict mandate from corporate, management will pull back this facility.

27. It is agreed that current dormitory facility will be continued. However, based on the usage pattern of the dormitories in future, Union and management will discuss jointly and reach a consensus.

28. *Company Transport Facility*: It is agreed to continue the current Transport facilities without any changes.

29. It is agreed that the per capita wage increase will be given as per the seniority and existing grades of the covered employees. Moreover, the currently prevailing salary structure will be harmonized to the Pentair Corporate Salary structure.

30. It is agreed that the per capita wage increase will be inclusive of all statutory increases that may happen from time to time during the settlement period.

31. It has been agreed between the union and management that when the new labour codes will be implemented by the State Government, the management reserves its right to change the salary

structure/CTC of the workmen without decreasing the total wages and net wages or the benefits arising out of the wages.

32. It is agreed that workmen shall collectively work towards creating a positive work culture and workmen shall always attempt to settle all issues in an amicable manner and shall not resort to any disruptive tactics like, strike, go-slow, abetment, holding/attending gate meetings during duty hours, or any agitational action or activity directly or indirectly affecting the work process/production etc. during the period of this settlement.

33. *Legislation/Government Order*: It is agreed that, if at any time during the period of operation of this settlement, any legislation/Government order is made applicable to the company with reference to any of the benefits agreed in this settlement; the benefits which are more beneficial (adhering statutory obligations) will apply.

34. All employees covered under this Settlement, shall at all times participate in all employee communication meetings/employee town hall held by the Company/management from time to time and shall confirm their presence by signing the attendance sheet for the respective meetings.

35. The Union or any Workman who violates any of the Provisions/Clauses/Terms and Conditions of this settlement shall be liable to strict disciplinary action as per Certified Standing Orders and Provisions of Law.

36. *Statutory Deductions*: It is agreed that any statutory deductions applicable shall be deducted as required under the prevailing laws, as applicable and which might be introduced in future.

37. *General Clauses*: It is agreed that all general clauses as provided in the Tripartite Settlement dated 16th March, 2016 will remain unchanged and a copy of which is attached and marked as Annexure II.

38. It is agreed that the agreed amount will be distributed as follows:

For the period from 1st April, 2022 to 31st March, 2026, increase amount will be distributed equally in 4 equal installments over the period of 4 years.

39. It is agreed that the period of settlement shall be 48 months from 1st April, 2022 to 31st March, 2026.

40. The final amount agreed upon in this settlement, should not set any precedent for future negotiations.

41. All the demands raised by the Union through its Charter of Demands dated 26-03-2022 and the



demands made during the negotiation process shall be deemed to have fully, satisfactorily, and finally settled and the dispute/demands are fully resolved. It has been further agreed that with signing of this settlement the Reference IT/11/2020 & IT/12/2020 and RCS/68/2020/G are settled.

42. It has been agreed that in view of the present settlement, there exist no dispute and differences between the parties now in connection with Charter of Demands. However, the matter in Reference IT/20/2020, IT/21/2020 and IT/18/2020 are not settled by this settlement. The RCS/68/2020 will be withdrawn by the company as it is the Plaintiff.

43. *Union Fund:* It is agreed to and by the beneficiary of the settlement i.e. by those workmen who will be recipient of the increased wages/ /benefits/increments arising out of the settlements for the period from 01-04-2018 to 31-03-2022 and 01-04-2022 to 31-03-2026, that the Union fund will be paid by the worker to the Union Fund Bank Account of Pentair Employees Union from/out of the arrears of salary payable to the beneficiary workmen. After the amount of Union fund for the period from 01-04-2018 to 31-03-2022 and for the period from 01-04-2022 to 31-03-2026 are paid by the workmen, then no further Union funds are to be paid.

44. *Interpretation of Memorandum of Settlement:* In case of any conflict in ascertaining the meaning and interpretation of any clause of this Memorandum of Settlement, the same shall be referred to the Managing Director of the Plant, whose decision will be final and binding.

I have gone through the records of the case and the above Memorandum of Settlements which are duly signed by both the Parties and I am convinced that the consent terms filed by the Parties are just and fair and are in the interest of the Workmen/ /Party I and the Management/Party II and therefore, the same are accepted.

Accordingly, I, pass the following order:

#### ORDER

- (i) The reference stands disposed off in view of the Memorandum of Settlements along with the terms of settlements filed by the Pentair Employees' Union/Party I and the Management/ /Party II, M/s Pentair Water India Pvt. Ltd., Plot No. L-52-55, Verna Industrial Estate, Verna, Salcete-Goa at Exhibit 47 Colly.
- (ii) No order as to costs.

Inform the Government accordingly.

Sd/-

(Vijayalaxmi R. Shivolkar),  
Presiding Officer,  
Industrial Tribunal &  
Labour Court.

#### ANNEXURE II

General clauses of tripartite settlement dated 16th March, 2016.

- I. It is agreed by both the parties that nothing contained in this Settlement shall affect any existing privilege or benefits unless such existing privilege or benefits have been specifically dealt with under any of the items contained in this Settlement and new terms in respect thereof have been agreed upon. In that event, the existing privileges or benefits will be deemed to have been modified to the extent stated in the Settlement.
- II. It is agreed that THE EMPLOYEES shall co-operate with THE COMPANY in maintaining discipline and productivity through proper performance of duties. THE EMPLOYEES shall ensure uninterrupted production and services for the duration of the Settlement and thereafter. The parties further agree that whenever any conflict of interest arises, it shall be resolved in a peaceful and legitimate manner by discussions and/or by strictly resorting to the machinery prescribed under the law.
- III. Both parties agree to carry out rationalizations, modifications, abolition of wasteful practices, introduction of appropriate procedures/ /techniques/technology for effective and maximum utilization of operating time, overlapping shift timings and such other methods as may be considered appropriate, which will result in work simplification or overall improvement in the efficiency.
- IV. THE EMPLOYEES agree that during the operative period of this Settlement they shall not raise any dispute direct or indirect, which is likely to cause further financial burden on THE COMPANY and it is specifically agreed that all the demands raised by THE EMPLOYEES will be deemed to have been fully and satisfactorily settled by this Settlement. In case by legislation or otherwise, identical or similar, benefits as accruing to EMPLOYEES under this Settlement are introduced in future, THE EMPLOYEES shall enjoy the benefits either under this Settlement or under the legislation in its totality, whichever is beneficial to them but not both.

- V. It is clearly understood and agreed by the parties hereto that the objectives of the Settlement are not only to ensure harmonious industrial relations resulting in improved productivity and higher earnings to employees but, also to review, streamline and rationalize various procedures, techniques, practices, systems etc. and to ensure optimum utilization of all resources. The workmen agree to carry out their duties in case any change is effected in working conditions and also agree to co-operate and discharge their duties if any new device is added to improve productivity.
- VI. THE COMPANY and THE EMPLOYEES agree that to withstand competition and to deliver value for money to the Customer, it is very important and essential to be efficient and cost effective. THE EMPLOYEES shall extend full co-operation to THE COMPANY in increasing efficiency and productivity.
- VII. THE EMPLOYEES understand that THE COMPANY is driving continuous improvement and THE EMPLOYEES shall whole heartedly and fully participate and offer constructive ideas for continuous improvement.
- VIII. THE EMPLOYEES individually and collectively shall continue to do all jobs pertaining to production and shall accept changes in work methods and work patterns/systems to meet business exigencies. THE EMPLOYEES shall adopt and accept new innovations and practices for maximizing the utilization of capacity for cost saving.
- IX. The existing system of multi-skilling and working in different workstation will be further improved for better efficiencies. In order to have the operational flexibility and to improve the skill levels & deployment in various work stations among the workmen in various jobs and to encourage multi skilling to achieve optimum utilization of manpower without affecting their existing wages, Multi-Skilling concept will be introduced to all the workmen working in different sections, departments, areas and line. The workmen hereby agreed to adhere to the allotment of jobs as per Multi skilling requirements.
- X. It is agreed by and between parties hereto that in case workmen are called for work on any National/Festival Holidays workmen/union shall not refuse to attend to the business requirements. All the workmen who work on that particular day will be paid benefits and Compensatory Off as per the provisions of Factories Act, 1948.
- XI. All workmen must be present at work spot 5 minutes before start of the shift. The breaks will be reduced to 2 breaks from 3 breaks in the 1st and 2nd shift. All workmen must adhere to break timing of 15 minutes tea break and 25 minutes for lunch break. Workmen should not leave work place at the end of the shift, till reliever comes and reports for duty. All workmen should adhere to staggered self-relieving system during lunch and tea breaks in such a way that, there won't be stoppage of machines.
- The workmen shall not waste time in discussing any personal matters/collection of chit money/other transactions during the working hours.
- XII. In case a Workman in the next shift doesn't report for duty, the workmen in the previous shift will continue to work as directed by the concerned Shift Executive. Workman in the previous shift has to hand over the charge to his reliever in the next shift before he leaves his workplace. No stoppage of machine should take place at the time of Shift changing.
- Mutual change of duty or shift will not be accepted.
- Shift change will be accepted based on the written request by the workmen and consideration of request by Shift Executive basis the work plan.
- XIII. Manpower of plant will be rationalized time and again as per the clauses mentioned below:
- The manning shall be decided based on technology, work practices, work methods and systems prevailing at a given point of time. If with the introduction of new work systems/methods, if any role of workmen becomes irrelevant, then those workmen will be re-deployed in a suitable position.
- XIV. Below mentioned services will be considered as Essential Services and all those deployed in these services will be considered as people working in essential services.
- i. Utilities.
  - ii. Maintenance.
  - iii. Logistics and Stores.

All those workmen, deployed in the above mentioned areas should make themselves available for work even during the periods of Strike, Lock Out, National/Festival Holidays or any other extraordinary circumstances. Those workmen, who fail to present themselves for work, will be deemed as wilful absence and such workmen will be liable for disciplinary action as per the provisions of Law.

- XV. It is agreed that as far as work is concerned, there will be no comparison of experience, seniority etc. All jobs will be offered by the Company and workmen will carry out those jobs in true spirit. It is agreed by and between the parties to have the operational flexibility. It is agreed that workmen & union will be totally flexible in the interest of business more particularly as under:

There shall be total flexibility and complete interchangeability between/during shifts, lines, department etc. No workman shall refuse to carry out any activity related to production/dispatch/maintenance of equipment.

The minimum crew required for attending an activity will be decided by concerned Manager. Manager will be at liberty to make any changes in allotting and changing the allotted workmen.

Workmen crew available on the line shall attend to the maintenance jobs relating to the line and participate in 5S activities associated with their area of work.

- XVI. It is necessary to maintain a high standard of quality which cannot be compromised if workmen exhibits poor quality of work, Company will be the sole authority in determining quality/quantity standards.

It is accepted that the maintenance of quality standards, adhering to the Company's recommended specifications are of paramount importance and if a workman or a group of workmen work in a manner detrimental to the quality of the product, suitable action will be taken against workmen as per the provisions of law.

Workmen should not waste any raw materials/ /ingredients/packaging material and should not take any action which is detrimental to the company's interest. The workmen working on machines should keep the machine clean and handle them with utmost

care. All workmen shall ensure proper housekeeping, maintain hygienic condition in their place of work including daily/Shift CLIT and 5S.

- XVII. In order to optimize utilization of manpower for enhancing efficiency, the union and workmen agreed to utilize the workmen in the following areas during non-production days. Workmen will be allotted jobs like:

- i. Maintenance and upkeep of machines,
- ii. Deep cleaning and 5S related work at their respective workstations and on the shop-floor, which will include painting and marking jobs etc.
- iii. Assist in change overs as required.
- iv. Training & lean activities.
- v. Kaizen improvement activities on the shop-floor.

(The above is only an illustrative list and not an exhaustive list).

- XVIII. It is agreed that, in case of any requirement of Over Time, at any workstation/place the preference will be given to the Operator working at that station. In case the said Operator is not able to continue the duty on Over Time, then the option will be given to any other trained Operator.

- XIX. Company will continue to improve the skills of workmen by imparting various OJT (On the Job Training) and other training. Workmen should co-operate and attend whole heartedly in learning the concepts and implementing them at workplace. Workmen should co-operate in implementing various initiatives like Operational Excellence, 5S, Kaizen, RIE, SMED, Poka Yoke etc. or any such initiative which will help in improving efficiency of the plant. It is hereby agreed that the workmen will sign training records and other documents required to be maintained for the purpose of ISO requirements/audits and as per Company guidelines.

- XX. It is mandatory for all the workmen to use Personal Protective Equipment (PPE) like goggles, safety shoes, ear plugs, etc. as required, failing which, disciplinary action will be initiated against the workmen and such workmen may not be permitted for work since safety is of utmost importance. Moreover, all safety precautions has to be

- followed while operating the machines or carrying out maintenance activities. Violation of safety norms will be viewed very seriously and disciplinary action will be initiated against those who violate the safety norms.
- XXI. The various office bearers of union will carry out their normal duties of work like all other workmen at the work spots. In order to ensure discipline in the factory, the union and the workmen agree not to conduct any meeting or gathering on the shop floor without prior express permission of the management. Any such participation would be treated as misconduct under the standing orders applicable to the workmen of the company. Grievances, if any, should be presented in writing only when there is a real basis for complaint. All efforts should be made to settle the day to day grievances by personal representations to the section/departmental heads. If unresolved, the matter would be taken to the HR department representative. Efforts would be made to redress such grievances at the earliest.
- XXII. Any stoppage of Company work or routine official duty, by any workman, individually or collectively will lead to eight (8) days wages being deducted for each day of such work stoppage, in respect of such workman/workmen. The management will make such wage deduction, from the monthly wages of the month in which such work stoppage is caused.
- XXIII. The union/workmen shall collectively work towards creating a positive work culture. Union/workmen shall always strive to settle all issues in an amicable manner and shall not resort to any disruptive tactics like strike, go-slow, abetment, violence etc. during the period of this settlement, failing which, strict disciplinary action (extending to termination of service) shall be taken against such workman/workmen in accordance with Certified Standing orders of the Factory/Provisions of law.
- XXIV. In the interest of discipline and smooth running of operations, it is agreed that workmen shall adhere to the instructions of their Supervisors.
- XXV. Workmen has to follow the dress code policy and maintain highest levels of personal hygiene, such as clean-shaven look and nails cut.
- XXVI. Any workmen found idling during office hours will be marked absent. Repeat instances will be subjected to disciplinary action as per standing orders/provisions of law.
- XXVII. Union and Workmen will play a pro-active role in creating awareness about the Health, Safety and Environmental Policy of the Company and towards its effective implementation. Union/Workmen shall support all initiatives of the Company for improving Health, Safety and Environmental standards. Use of PPE's wherever applicable shall be mandatory and any violation of rules pertaining to the above aspects shall be viewed seriously.
- XXVIII. No usage of Mobile phones while on duty (at workstation/on machine). Disciplinary action will be taken in case of violation. No Mobiles will be allowed at the workplace.
- XXIX. All the workmen shall undergo the medical examination as and when organized by the Company and strictly abide by the schedule provided and all other medical examinations advised by the Factory Medical Officer from time to time.
- XXX. No workmen shall smoke or chew tobacco, consume alcohol/drugs inside the premises and precincts of the factory, failing which strict disciplinary action will be taken as per Certified Standing Orders/Provisions of law. The factory has been declared as a No Smoking Zone.
- XXXI. Union and workmen hereby agree that they will strictly follow the Code of Business Conduct Guidelines failing which they are liable for disciplinary action as per the provisions of law.
- XXXII. Union and workmen will not interfere in any disciplinary action that will be taken against any workmen who commits the misconduct

as per the applicable Standing Orders. Workmen indulging in such interference will be liable for appropriate disciplinary action. Union will be kept informed in case of misconduct of any workman.

XXXIII. Union and workmen hereby agree that they will strictly follow the attendance system prescribed by the company from time to time.

XXXIV. It is agreed by the Union and the Workmen that in the event of amendment in any legislation or introduction of any legislation

after signing of this Settlement, introduces or revises pay/benefits which is covered under this Settlement, the Workmen shall opt only for the benefits either under the Settlement or under the Law, whichever is higher, but not both the benefits.

XXXV. In event of any Act, Government Resolution, Ordinance, Promulgation by the Appropriate Government or Competent Authority under any law enforced Union and the Company shall sit together and amend the necessary clauses if required.

## ANNEXURE III

Sr. No.	Emp. Code	Name of the Employee	Grade for period 1st April, 2022-31st March, 2026 as per Clause 3
1	2	3	4
1.	0168	Satyawan Maulingkar	PA1
2.	0219	Prakash Girap	PA1
3.	0233	Saiprasad Pokhare	PA1
4.	0257	Anil Narvenkar	PA1
5.	0288	Anil Kamat	PA1
6.	0294	Mohan Borkar	PA1
7.	0375	Samir Borkar	PA1
8.	0413	Gopal Madiwalar	PA1
9.	0479	Arvind Naik	PA1
10.	0580	Laxman Kowadkar	PA2
11.	0696	Nagesh Karivadekar	PA2
12.	0966	Nitin Sakpal	PA2
13.	0985	Mohan Patil	PA2
14.	0992	Ladu Sawant	PA2
15.	0997	Chandrasekhar Bingi	PA2
16.	1057	Vithu G. Naik	PA2
17.	1049	Vikas Chopadekar	PA2
18.	1069	Mangesh A. Rane	PA2
19.	1091	Baburav Sangvekar	PA2
20.	1095	Ganapati Madival	PA2
21.	1137	Karn Kumar Patil	PA2
22.	1134	Dewoo Kocharekar	PA2
23.	1108	Rajendra Gaonkar	PA3
24.	1142	Sanjay Malsekar	PA3
25.	1149	Ramesh Malgaonkar	PA3
26.	1150	Ashok Tilu Naik	PA3

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27.	1151	Shailesh Gaude	PA3
28.	1158	Pandurang Gawas	PA3
29.	1164	Nitesh Naik	PA3
30.	1191	Hanumant Satarkar	PA3
31.	1198	Priyaranjan Das	PA3
32.	1226	Nyaneshwar Naik	PA3
33.	1227	Suraj Pednekar	PA3
34.	1245	Dinesh Gawas	PA3
35.	1247	Viresh Sawkar	PA3
36.	1249	Jogeshwar Mahato	PA3
37.	1258	Tulashidas Acharekar	PA3
38.	1252	Mahadev Bagkar	PA3
39.	1287	Avinash Bhujbal	PA3
40.	1306	Nyaneshwar Velip	PA3
41.	1300	Gurudas Kudav	PA3
42.	1328	Yuvraj Kotharkar	PA3
43.	1351	Krishna Arlikar	PA3
44.	1354	Krishna R. Naik	PA3
45.	1358	Shankar Sapate	PA3
46.	1397	Satyawan Digneekar	PA3
47.	1434	Prashant U. Naik	PA3
48.	1538	Rohan D. Murkumbi	PA3
49.	1658	Bhimappa Biradar	PA3
50.	1659	Siddappa Nigari	PA3
51.	1708	Fatu Ghadi	PA3
52.	1736	Prabhu Vadar	PA3
53.	1746	Vasant Gunagi	PA3
54.	1749	Prashant Madival	PA3
55.	1787	Prakash Kurade	PA3
56.	1818	Sachin Palav	PA3
57.	1831	Clemente D'Costa	PA3
58.	1960	Lilbahadur Gurkha	PA3
59.	2022	Ira Patil	PA4
60.	2029	Faiyaz Shaikh	PA4
61.	2048	Kishor Madkaikar	PA4
62.	2068	Deepak Kolambkar	PA4
63.	2075	Vinayak Kattimani	PA4
64.	2076	Jitendra Sawant	PA4
65.	2092	Maruti Goudar	PA4

66.	2143	Kushal Naik	PA4
67.	2342	Chaloba Pawar	PA4
68.	2027	Mallanagouda Patil	PA4

### Notification

No. 28/02/2024-LAB/Part-III/688

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 22-10-2024 in Case No. IT/24/2008 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).  
Porvorim, 7th November, 2024.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Mrs. Vijayalaxmi Shivolkar, Hon'ble  
Presiding Officer)

Ref. No. IT/24/2008

Shri Nilkant Phadte,  
Rep. by All Goa General Employees  
PO. No. 90,  
Vasco-da-Gama, Goa .....Workman/Party-I.

V/s

M/s. CFL Pharmaceuticals Ltd.,  
Dempo Towers, 5th Floor,  
Patto, Panaji-Goa .... Employer/Party II.

Workman/Party I represented by Ld. Adv. Shri A. V. Nigalye along with Adv. O. Kulkarni.

Employer/Party II represented by Ld. Adv. Shri P. Chawdikar.

### AWARD

(Delivered on this the 22nd day of the month of  
October of the year 2024)

By Order dated 30-05-2008, bearing No. 28/10/2008-LAB/627, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short The Act), (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the existing dispute between the Management of M/s. CFL Pharmaceuticals Ltd.,

Curti, Ponda, Goa and All Goa General Employees Union, for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act. The Schedule of reference pertaining to charter of demands is as under:

### SCHEDULE

(1) "Whether the action of the management of M/s. CFL Pharmaceuticals Limited, Curti, Ponda, Goa, in refusing employment to Shri Nilkant Phadte, helper with effect from 21-12-2002, is legal and justified.

(2) If not, to what relief the workman is entitled?"

2. Upon receipt of the reference, it was registered as IT/24/2008 and registered A/D notices were issued to both the Parties. Pursuant to service of notices, the Party I thereafter filed the Statement of Claim at Exh. 4.

3. The Party states that he is a workman and was appointed as General Attendant by the Party II and placed in R&D Department of the Party II since the time R&D Department started functioning independently. The Party I states that he worked from 19-10-1982 till 20-12-2002 when a notice of alleged suspension of activities of the said Department was put up on 21-12-2002. The Party I states that prior to the alleged suspension of activities of the R&D Department, and other Departments of the Party II, the Party II displayed a notice dated 11-10-2002 attempting to shift the activities to Dharwad, with malafide intention of depriving the workmen of their jobs, which attempt was failed on raising a dispute vide letter dated 29-10-2002 in that respect by the Union before the Party II, with a copy endorsed to the Asst. Labour Commissioner, Ponda for intervention.

3. The Party I states that having failed in the attempt to transfer the manufacturing activities to Dharwad, the Party II by notice dated 21-12-2002 notified the workmen that the Party II has closed manufacturing activities at CMM Complex, Curti, Ponda, Goa with immediate effect. The Party I states that the R&D, QC and QA Departments, however, were not closed w.e.f. 21-12-2002. The Party I states that by another notice dated 21-12-2002, displayed on 23-12-2002, the Party II informed the workmen of R&D, QC and QA Departments that the operations

of the said departments are suspended with immediate effect until further notice in view of closure of the manufacturing operations of the unit of the Party II at Curti, Ponda Goa. The Party I states that in terms of the said pre dated notice, the Party II deemed to have retrenched the workers working in the said Department, w.e.f. 21-12-2002 without following the provisions of the Section 25F of the Industrial Dispute Act, 1947 and Rules thereunder.

4. The Party I states that the matter of illegal closure of the factory as well as illegal retrenchment of the workmen of the said departments was taken up by the Union vide its letter dated 27-12-2002 before ALC, Ponda with a copy enclosed to the Party II. The Party I states that the Party II had in fact not suspended the activities of R&D Dept. where the Party I was working and as such vide his letter dated 14-06-2003 the Party I brought this fact to the notice of the Party II, with a copy endorsed to the ALC, Ponda and the Union. The Party I by the said letter dated 14-06-2003 demanded that he should be given opportunity to rejoin duty in R & D Department. The Party I states that the Union vide its letter dated 28-07-2003 also made the same demand to the ALC, Ponda and stated that the action of the Party II in not calling the Party I for re-employment is illegal, unjustified and bad in law.

5. The Party I states that while the dispute was pending in conciliation before the ALC, Ponda, the Gomantak Mazdoor Sangh by-passed the ALC, Ponda and approached the Addl. Labour Commissioner, Panaji with a bipartite settlement already arrived by the said Sangh and the Party II only to put the signatures and the seal of the Addl. Labour Commissioner, Panaji to show that the said Settlement was signed in conciliation when in fact no such conciliation was pending before the Addl. Labour Commissioner, Panaji. The Party I states that the Party I is a member of All Goa General Employees Union and any settlement which was signed by any other Union does not bind the Party I, more so because a separate dispute in that connection was pending before the ALC, Ponda in Case No. IRM/CON/PONDA/30/03.

6. The Party I/Union states that the Party I/Workman thereafter received a cheque towards his dues, which was accepted by the Party I/Workman under protest as the Party I/Workman was rendered unemployed during this period. The Party I wrote a letter dated 06-10-2003 to the ALC, Ponda informing the ALC, Ponda that the cheque is received under protest and a copy of the said letter was given to the Party II during the conciliation proceedings. The Party I states that the R&D Dept. of the Party II, where the Party I/Workman was working has not

been closed and the work is still going on with the employment of new workers and that the action of the Party II in refusing employment to the Party I/Workman w.e.f. 21-12-2002 is illegal, bad in law and unjustified and is in contravention of Sections 25F, 25G, 25H of the Industrial Disputes Act, 1947.

7. In the Written Statement filed at Exhibit 6, the Party II objected the reference stating that the reference made to this Hon'ble Tribunal is totally infructuous as the alleged dispute does not exist in fact and in law and does not partake the characteristic of any industrial dispute. The question of refusal of employment does not arise pursuant to the closure on account of settlement with the workmen. The settlement is signed by all the workmen of the Party II, irrespective of the post held by them or nature of duties. It is submitted that there has been Settlement dated 18-02-2003 entered into between the Management of the Party II, whereby it has been agreed that in view of closure of the establishment, the workmen concerned would be paid the benefits of VRS and ex-gratia, amounts in full and final settlement of all their claims against the Company.

8. The Party II submits that the Party I is also Party to the said settlement being workman in the manufacturing unit, thereby, cannot claim for re-employment in view of the binding terms of the Settlement. The Party II submits that the settlement dated 18-02-2003 being settlement under Section 12(3) of the Industrial Disputes Act of 1947 and unlike a settlement outside conciliation under Section 18(1), it is binding not only on the members of the union signatory to the settlement but also on all the employees employed in the Company, irrespective of whether they are members of the minority Union which has not signed the settlement. It is further submitted that there is no cause of action giving rise to any industrial dispute. Furthermore, the dispute raised by the Party I/Workman, apart from being wholly misconceived and untenable in law, is a purported dishonest attempt on the part of the workman concerned to illegally extort money from the Party II. The reference made to this Tribunal is, therefore, in respect of frivolous and non-existing industrial dispute. It is submitted that the reference of dispute on the issues mentioned would be futile and infructuous.

9. The Party II submits that on merits it is the case of Party II that it has stated that the Factory at Bethoda, Ponda-Goa has closed down after issuing notice to the workmen and as per the Memorandum of Settlement dated 18-02-2003, the Party I along with other workers have been paid their dues, in



full and final settlement. It is stated that the Party I was appointed as General Attendant, who was confirmed vide letter dated 12-09-1983 w.e.f. 01-09-1983. The Party II submits that from the date of his appointment, the Party I/Workman was placed in the Production Department. The said appointment was duly accepted by the Party I. The Party II submits that vide letter dated 02-12-1985 the Party No. I was promoted to grade W-III as Helper. As per the said letter it was agreed by the Party I, that up-gradation is done on clear understanding and assurance from Party I that he will carry out all the work in Grade III, including packing as and when required.

10. The Party II submits that the Party I had no connection whatsoever with R & D Department of the Party II at the time of closure. The Party II submits that subsequently, as per the Settlement dated 18-02-2003, Party I along with others workman working at the factory at the relevant time of closure were relieved from their services after making their full and final settlement as per the Memorandum of Settlement. It is submitted that manufacturing activity at the Factory of Party II, has been closed down as per the reason specified in the said notice of closure.

11. The Party II denied that in terms of the said pre-dated notice, the Party II deemed to have retrenched the workers working in the said Department w.e.f. 21-12-2002, without following the provisions of Section 25F of the Industrial Disputes Act, 1947 and Rules thereunder. It is submitted that the Party II has followed the procedure as per the law, pursuant to which letter dated 23-11-2002, was issued by the Party II to Party I along with retrenchment compensation. The provisions of Section 25F of the Industrial Disputes Act were duly complied as far as manufacturing unit is concerned.

12. It is submitted that settlement dated 18-02-2003, is in full legal effect and binds the Party I and does not amount to an industrial dispute, as all the workmen along with the Party I are duly settled. It is further submitted that since, there is no dispute between the Parties, the reference be dismissed with heavy cost.

13. The Party I filed their Rejoinder at Exhibit 8 whereby all the averments and submissions made by the Party II in their Written Statement have been specifically denied. Party I in their Rejoinder reiterated all the facts stated in his statement of claim and specifically denied that the alleged settlement dated 18-02-2003 is in full legal effect and binds the Party I and does no amount of an industrial dispute as all the workmen alongwith

the Party I are duly settled as alleged. It is specifically denied that there is no dispute between the parties as alleged by Party II.

14. Considering the Claim Statement of Party I and the Written Statement filed by the Party II and the Rejoinder on behalf of Party I following issue were framed on 06-10-2009 at Exhibit 14.

#### ISSUES

1. Whether the Party I proves that the closure of the factory is sham and illegal?
2. Whether the Party I proves that the action of the Party II in refusing employment to him is in contravention of Section 26F, 25G and 25H of the Industrial Disputes Act, 1947?
3. Whether the Party II proves that establishment was closed pursuant to the settlement under Section 12(3) of the Industrial Dispute Act, 1947?
4. What order? What relief?

15. 1 have gone through the records i.e. the pleadings, the oral as well as documentary evidence adduced by both the Parties, the written synopsis filed by the Party II at Exhibit 52, the oral arguments advanced by both the Parties and after considering the same my findings on the issues with reasons are as follows:

Issue No. 1 : In the negative.

Issue No. 2 : In the negative.

Issue No. 3 : In the affirmative.

Issue No. 4 : As per final order.

#### REASONS

16. As all the issues are interconnected, all are taken together for discussions and for giving findings on the same collectively.

17. *Issue No. 1, 2 and 3:* It is the contention of the Party I that the Party I is a workman and was appointed as General Attendant by the Party II and placed in R&D Department of the Party II since the time the R&D Department started functioning independently. It is further his case that he worked from 19-10-1982 till 20-12-002 when a notice of alleged suspension of activities of the said Department was put up on 21-12-2002. The Party I states that prior to the alleged suspension of activities of the R&D Department and other Departments of the Party II, the Party II displayed a notice dated 11-10-2002 attempting to shift the activities to Dharwad, with malafide intention of depriving the workmen of their jobs, which attempts were failed on raising a dispute vide letter dated

29-10-2002 in that respect by the Union before the Party II, with a copy endorsed to the Asst. Labour Commissioner, Ponda for intervention.

18. It is further contended that having failed in the attempt to transfer the manufacturing activities to Dharwad, the Party II by notice dated 21-12-2002 notified the workmen that the Party II has closed manufacturing activities at CMM Complex, Curti, Ponda, Goa with immediate effect. However, according to Party I the R&D, QC and QA departments were not closed w.e.f. 21-12-2002. That, by another notice dated 21-12-2002 displayed on 23-12-2002, the Party II informed the workmen of R&D, QC and QA Departments that the operations of the said departments are suspended with immediate effect until further notice in view of the closure of the manufacturing operations of the unit of the Party II at Curti, Ponda-Goa. That in terms of the said post-dated notice, the Party II deemed to have retrenched the workers working in the said Dept. w.e.f. 21-12-2002 without following the provisions of the Section 25F of the Industrial Disputes Act, 1947 and Rules thereunder.

19. It is further the case of Party I that the matter of illegal closure of the Factory as well as illegal retrenchment of the workmen of the said departments was taken up by the Union vide its letter dated 27-12-2002 before ALC, Ponda with a copy endorsed to the Party II. And that the Party II had in fact not suspended the activities of R&D Dept. where the Party I was working and as such vide his letter dated 14-06-2003, the Party I brought this fact to the notice of the Party II, with a copy endorsed to the ALC, Ponda and the Union. The Party I by the said letter dated 14-06-2003 demanded that he should be given opportunity to rejoin duty in R & D Department. The Party I states that the union vide its letter dated 28-07-2003 also made the same demand to the ALC, Ponda and stated that the action of the Party II in not calling the Party I for re-employment is illegal, unjustified and bad-in-law.

20. As against this, it is the contention of the Party II, that Party No. I was appointed as General Attendant, who was confirmed vide letter dated 12-09-1983 w.e.f. 01-09-1983. That from the date of his appointment, he was placed in the Production Department. The said appointment was duly accepted by the Party I. That vide letter dated

02-12-1985 the Party I was promoted to Grade III as Helper. As per the said letter, it was agreed by the Party I, that up-gradation is done on clear understanding and assurance from Party I that he will carry out all the work in Grade III, including packing as and when required. It is stated the Party I had no connection whatsoever with R & D Department of the Party II at the time of closure. The Party II stated that subsequently, as per the settlement dated 18-02-2003. Party I along with other, workmen working at the Factory at the relevant time of closure were relieved from their services after making their full and final settlement as per the Memorandum of Settlement. It is submitted that the manufacturing activity at the Factory of Party II, has been closed down as per the reason specified in the said notice of closure. Party II denied that in terms of the said pre-dated notice the Party II deemed to have retrenched the workers working in the said Department w.e.f. 21-12-2002, without following the provisions of Section 25F of the Industrial Dispute Act, 1947 and Rules there under. It is submitted that the Party II has followed the procedure as per the law, pursuant to which letter dated 23-11-2002, was issued by the Party II to Party I along with retrenchment compensation. The provisions of Section 25F of the Industrial Disputes Act were duly complied as far as manufacturing unit is concerned.

21. It is the case of the Party I that he was working in Research and Development Department from 1982 to 1988 and not solely for CFL. That, he continued working in the Research and Development Department even after the closure of the Factory. The Management/Party II however has been able to demolish the case of the Party I in his cross-examination by confronting him with the documents. The first document on which the Workman was confronted is the Certificate at Exhibit 18 which showed that the Workman was working for the CFL from the year 1982 to 1988. The second such document is the Pay Slip for the month of November 2002 at Exhibit 26. With reference to this Pay Slip the Workman admitted that as per the said Pay Slip at Exhibit 26 in the month of November 2002 he was a Helper in the CF-FAC-PRT and that he was paid salary by CFL Pharmaceuticals. He further admitted in terms of Exhibit 26, he was working as Helper (IIIA) and that his designation has been shown as "worker" in the column "Meant

for Category” in the said Exhibit, as such it was suggested to him that the designation “worker” is only for those who are working in the factory for the Production Department. He further admitted that he does not have any Salary Slip being issued by the Department of Research and Development.

22. Further as regards the case of the Applicant that the closure of the factory is a sham and illegal, his statement in the cross-examination discards his own case whereby when put to him in the Cross that Party II had issued notice at Exhibit 32 stating that due to legal restriction under amended Drugs and Cosmetics Act, the Party II had to close the factory, which notice was accepted by some of the workers and around 44 workers did not accept the notice. The Party I workman has denied knowledge as to the exact number of the workmen who did not accept the notice and thereafter this workmen having entered into the settlement with the Party II, he was confronted with the said Deed of Settlement dated 18-02-2003 along with the annexure giving the names of the workers that upon being confronted with Exhibit 33 Colly, the Party I/Workman categorically admitted that his name is being figured in the said list among 44 workers though it was contended that his name was forcibly included in the said list. He further admitted having received the amount as per the Settlement dated 18-02-2003 at Exhibit 33 though he stated that the said amount was received by him under the protest. The Party II also brought on record in the cross-examination of Party I/Workman that the Settlement at Exhibit 33 Colly was signed by the Majority Union that is Gomantak Mazdoor Sangh as such, the same is binding on the Party I/Workman. The evidence further reveals that though there was a representation made by All Goa General Employees Union at Exhibit 22 addressed to the Assistant Labour Commissioner, however, had called upon the Gomantak Mazdoor Sangh for conciliation proceeding since representing by majority Workmen.

23. The Party I/Workman though denied the suggestion to say that from amongst the 44 workmen, except him, the remaining 43 workmen were the members of Gomantak Mazdoor Sangh Union. However, when asked, could not produce documentary evidence to show that some workmen from amongst the above 43 were the members of All Goa General Employees Union. The Party I/Workman

also denied for want of knowledge that after the Settlement at Exb. 33 Colly, the Party II/Factory has been closed and sold to an independent Company. The Party I/Workman further admitted that he does not have any Salary Slip mentioning his designation as General Attendant in R&D department of Party II nor he has produced any document to the Court to show that he was appointed as a General Attendant. He further admits in the cross-examination of having accepted Voluntary Retirement Compensation though he stated that it was accepted under protest. The Party I/Workman cautiously denies the knowledge of Party II/Company had to close down involuntarily on account of legal restriction and regulations at the same time except signing of the Deed of Settlement at Exhibit 33 Colly and having received the Voluntarily Retirement Compensation. That from the evidence on record it is seen that the Factory had to be closed down on account of the legal restriction and regulations which was beyond the control of the Party II and consequently the Party II could successfully prove that the establishment was closed pursuant to the Settlement under Section 12(3) of the Industrial Disputes Act, 1947 as such there is no question of complying with the provision of the Sections of Section 25F 25G, and 25H of the Industrial Disputes Act, 1947.

24. For the reasons stated hereinabove, the Issue No. 1 and 2 stands answered in the negative and the Issue No. 3 stands answered in the affirmative.

Hence the following Order:

#### ORDER

- (i) Issue No. 1 and 2 stands answered in the negative and Issue No. 3 stands answered in the affirmative.
- (ii) The Party I/Workman is not entitled for any relief.
- (iii) No order as to costs.
- (iv) Inform the Government accordingly.

Sd/-

(Vijayalaxmi Shivolkar),  
Presiding Officer,  
Industrial Tribunal-cum-  
-Labour Court.

**Department of Panchayati Raj and Community Development**  
**Directorate of Panchayats**

**Notification**

No. 19/DP/Bye Election/Results/2024/10279

In pursuance of sub-section (8) of Section 7 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994) read with Rule 3 of the Goa Panchayat (Publication of name of elected member) Rules, 1997, it is hereby notified for the information of the public that the person specified in column (3) of the Schedule appended hereto have been duly elected as member of the Panchayat mentioned in the corresponding entry in column (2) of the said schedule from the ward shown against the name in column (4) of the said Schedule in the bye election held on 08th December, 2024.

Schedule

Sr. No.	Name of Village Panchayat	Name and Address of Elected members	Ward No.
1	2	3	4
1.	Nadora	Prasad Narayan Nadodkar, H. No. 149, Madant, Nadora, Bardez-Goa	Ward No. V (OBC).

*Siddhi T. Halarnakar*, Director of Panchayat & ex officio Jt. Secretary.

Panaji, 18th December, 2024.



**Department of Personnel**

**Order**

No. 5/42/2024-PER/5201

In terms of Rule 28 of the Goa Civil Service Rules, 2016 and on the recommendation of the Goa Public Service Commission as conveyed vide its letter No. COM/II/12/42(1)/2021/320 dated 12-12-2024, the Governor of Goa is pleased to declare the Junior Scale Officer of Goa Civil Service at Sr. No. 2 below to have satisfactorily completed her period of probation and the Junior Scale Officers of Goa Civil Service at Sr. No. 1 and from Sr. Nos. 3 to 25 to have satisfactorily completed their period of probation and confirmed in the cadre of Junior Scale Officers of Goa Civil Service with effect from the date of their completion of probation period mentioned against their name in column 3 below:-

Sr. No.	Name of the probationers	Date of completion of probation period
1	2	3
1.	Shri Rohan Janardan Kaskar	31-12-2020
2.	Smt. Veera Nayak	21-07-2023
3.	Shri Sohan Ashok Uskaikar	27-08-2024
4.	Shri Gauresh Ashok Pilgaonkar	27-08-2024
5.	Shri Shubham Mohan Naik	27-08-2024
6.	Shri Ganesh Krishnakumar Barve	27-08-2024

1	2	3
7.	Shri Yogiraj Prakash Gosavi	27-08-2024
8.	Smt. Ashwini Vidwal Bhagat	27-08-2024
9.	Shri Girish Gopal Sawant	27-08-2014
10.	Shri Sitaram Gurudas Sawal	27-08-2024
11.	Shri Manohar Lavu Karekar	27-08-2024
12.	Shri Shreyas Dsilva	27-08-2024
13.	Dr. Medora Eromilla D'Costa	27-08-2024
14.	Dr. Mriselda Veliha Monteiro	27-08-2024
15.	Shri Velton Peter Tellis	27-08-2024
16.	Shri Prajeet Ramdas Chodankar	27-08-2024
17.	Shri Vinayak Suresh Chari	27-08-2024
18.	Smt. Diksha Namdev Tari	27-08-2024
19.	Shri Suyash Vinayak Sinai Khandeparkar	06-10-2024
20.	Ms. Vrushika Premanand Kauthankar	09-10-2024
21.	Shri Himanshu Rajesh Patnekar	18-10-2024
22.	Ms. Deepti Dharma Gaonkar	06-10-2024
23.	Shri Ishwar Madan Madkaikar	06-10-2024
24.	Shri Omkar Amar Asolkar	09-10-2024
25.	Shri Naresh Gaude	18-10-2024

By order and in the name of the Governor of  
Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).  
Porvorim, 12th December, 2024.

**Order**

No. 5/23/2022-PER/5249

Smt. Diksha Tari, Deputy Director (Administration), Printing & Stationery shall hold the charge of Deputy Director (Administration), Tourism in addition to her own duties with immediate effect.

This issues on the recommendation of the Goa Services Board.

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).

Porvorim, 18th December, 2024.

**Order**

No. 6/5/2023-PER/5250

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to post Smt. Isha M. Sawant, Senior Scale Officer of Goa Civil Service as Joint Secretary to Chief Minister with immediate effect.

Smt. Sawant shall continue to hold the charge of Under Secretary to Chief Minister in addition to her own duties until further orders.

The officer shall be governed by the standard terms of deputation as amended from time to time.

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).

Porvorim, 18th December, 2024.

**Department of Women & Child Development**

Directorate of Women & Child Development

**Notification**

No. 1-276/2005-06/DWCD/3201

Read: 1) Notification No. 1-276-2005-06/DWCD/3894 dated 28-03-2013.

2) Notification No. 1-276-2005-06/DWCD/5395 dated 05-08-2013.

3) Notification No. 1-276/2005-06/DWCD/2811 dated 04-07-2022.

4) Notification No. 1-276/2005-06/DWCD/6240 dated 26-10-2022.

In partial modification to the Notifications read at Sr. No. 4, the First Appellate Authority in respect of Public Information Officer listed at Sr. No. 5 be substituted to read as under:-

Sr. No.	Designation and Address of the Public Information Officer	Jurisdiction of P.I.O.	First Appellate Authority
1	2	3	4
5.	Probation Officer, Directorate of Women and Child Development, Old Education Department Bldg., 2nd Floor, 18th June Road, Panaji-Goa	Matters pertaining to Child Welfare Section/ ICPS Section	Dy. Director (CW), Directorate of Women and Child Development, Old Education Department Bldg., 2nd Floor, 18th June Road, Panaji-Goa.

The other contents of the Notifications remain the same.

*Fransquinha Oliveira*, Directorate (Women & Child Development).

Panaji, 12th August, 2024.

**Notification**

No. 2-103(32)2018/DWCD/SARA/Part file/5341

In exercise of the powers conferred by Section 67 of the Juvenile Justice (Care and Protection of Children) Act, 2015 and Regulation 35 of the Adoption Regulation 2022, the Government of Goa is pleased

to constitute the Governing body of the State Adoption Resource Agency as per following:

Sr. No.	Officials of the Governing Body of State Adoption Resource Agency (SARA)	Designation
1.	The Secretary, Women and Child Development	Chairperson.
2.	The Director, Directorate of Health Services, Panaji	Member.
3.	The Chairperson, Child Welfare Committee, North Goa	Member.
4.	The Chairperson, Child Welfare Committee, South Goa	Member.
5.	The Representative of SAA-Matruchhaya, Ponda-Goa	Member.
6.	The Representative of SAA-OPM-Caritas, Nachinola, Bardez-Goa	Member.
7.	The Representative of Child Rights in Goa (CRG)	Member.
8.	The Member Secretary, Goa State Legal Service Authority, Panaji	Member.
9.	The Director, Department of Women and Child Development	Member Secretary.

The Governing Body shall meet to review the progress of Adoption work and to address the operational as well as logistic issue and bottlenecks in the adoption process or system in the State.

By order and in the name of the Governor of Goa.

*Manuel Barreto*, Director & ex officio Jt. Secretary, Womem and Child Development.

Panaji, 22nd October, 2024.



### The Assonora Urban Co-operative Credit Society Ltd.

Near K.T.C. Bus Stand, Assonora, Bardez-Goa 403503

Reg. No. RES-(A)33/NZ/Goa Dated:- 26-02-1999

FORM-24

(See Rule 111A)

#### Form for Declaration of result

In pursuance of powers conferred by sub-section 6 of Section 66 of the Goa Co-op. Societies Act, 2001, I, declare the result of office bearers as follows:-

Election of Office Bearer of The Assonora Urban Co-operative Credit Society Ltd., Assonora, Bardez-Goa.

Sr. No.	Name of the candidate	For the post of	Address, contact number & e-mail ID of the candidate
1	2	3	4
1.	Shri Jayatan A. Tanksali	Chairman	H. No. 342A, Anant Smruti, Madhala wada, Assonora, Bardez-Goa 8999278332 Jayatantanksali@gmail.com.
2.	Shri Vithu J. Kharat	Vice-Chairman	House No. 283/1, Madhala wadda, Assonora, Bardez-Goa, 7058769154.
3.	Shri Dinesh R. Shetye	Secretary	H. No. 272/23, Kailasnagar, Assonora, Bardez-Goa. 8554083103, Shetyedinesh1379@gmail.com.

*Surendra S. Mhalsekar*, Authorised person & Jr. Auditor/Inspector, O/o Assistant Registrar of Co-op. Societies, North Zone.

Mapusa, 18th December, 2024.

V. No. AP-1175/2024.

The Bardez Urban Co-operative Credit Society Ltd.  
Shop No. 12, Prestige Arcade, Behind Mapusa Municipal Market  
Marad, Mhapsa-Goa 403507

—  
FORM-24

(See Rule 111A)

**Form for declaration of result**

In pursuance of powers conferred by sub-section 6 of Section 66 of the Goa Co-op. Societies Act, 2001, I, declare the result of office bearers as follows:-

Election of Office Bearer of The “Bardez Urban Co-operative Credit Society Ltd., Shop No. 12, Prestige Arcade, Behind Mapusa Municipal Market, Marad, Mapusa-Goa”.

Sr. No.	Name of the candidate	For the post of	Address, contact number & e-mail ID of the candidate
1	2	3	4
1.	Shri Avadhoot S. Narvekar	Chairman	H. No. 142, Anandi Niwas, Ansabhat Mapusa-Goa, Ph. No. 9422441365.
2.	Shri Pandurang V. Sawant	Vice-Chairman	Vibhav, near Socorro Gram Panchayat House, Socorro, Porvorim-Goa, Ph. No. 9422058289.
3.	Shri Mohan P. Kanekar	Secretary	Janki Shankar Lodge, Khalapwada, Mapusa-Goa, Ph. No. 9422441394.
4.	Shri Vivek J. Natekar	Treasurer	Angod Wada, Mapusa-Goa, Ph. No. 9922233335.

Mr. *Rameshwar Dabholkar*, Authorised Person.

Mapusa, 20th December, 2024.

V. No. AP-1181/2024.

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